

## **Binding Memorandum of Understanding Between the RBUSD & RBTA Peer Assistance & Review Program**

The Redondo Beach Teachers Association (RBTA/CTA/NEA) and the Redondo Beach Unified School District (District) are committed to providing the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, both parties agree to cooperate in the design and implementation of programs that provide quality professional growth activities and support programs for teachers who desire or need it. The Peer Assistance & Review Program (PAR Program) demonstrates the commitment of RBTA and the District to meet this goal. This memorandum of understanding shall remain in full force and effect until such time as amended by mutual agreement of both parties.

### **1.0 PAR Panel**

- 1.1 The PAR Panel will consist of seven (7) members. Members of the PAR Panel will include four (4) members selected by the Association and three (3) members appointed by the District. Both the Association and the District may appoint an alternate member to serve in cases of conflict of interest or if a PAR Panel member is unable to attend a meeting. Both parties retain the right to replace their respective members on the PAR Panel.
- 1.2 Teacher members on the PAR Panel will serve three (3) year terms, except that the first term will be staggered as follows: 1 one-year term, 1 two-year term, and 2 three-year terms. The alternate will also attend the meetings and rotate into the vacated position.
- 1.3 The PAR Panel will adopt rules, guidelines, and procedures for implementing the provisions of this Article, including the method for selection of a Chairperson. Chairpersons shall serve one (1) year terms and shall alternate between teachers and administrators. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the guidelines are inconsistent with the law, the law will prevail.
- 1.4 The PAR Panel will work towards reaching consensus on all decisions; however, absent consensus, a majority vote will prevail.
- 1.5 A brief summary of the program will be distributed annually to bargaining unit members and administrators.
- 1.6 The PAR Panel will establish the meeting schedule. To hold meetings, five (5) of the seven (7) members of the PAR Panel must be present. Such meetings may take place during the regular workday, in which event teacher members of the Panel will be released, from their regular duties without loss of pay.
- 1.7 The PAR Panel will adopt an annual budget for the program subject to Board approval. The Panel will not take actions that exceed the funding provided by the state for the PAR Program.
- 1.8 Teacher members of the PAR Panel shall receive an annual stipend of \$1250.00 for the 2006-2007 school year. The alternate shall receive a stipend of \$1000.00. Stipends shall be reviewed on an annual basis.
- 1.9 The PAR Panel will provide written confirmation of participation in the PAR Program to Participating Teachers.

- 1.10 The PAR Panel shall be responsible for selecting Consulting Teachers.
- 1.11 The PAR Panel will determine the number of Consulting Teachers in any school year, guided by such factors as the number of Referred, Voluntary, and Beginning Teachers and available funds. The parties agree that in light of the above mentioned factors the number of Consulting Teachers may vary from year to year.
- 1.12 The PAR Panel will assign Consulting Teachers to a Participating Teacher. The Participating Teacher has the right to meet with the PAR Panel to discuss the assignment of the Consulting Teacher within two weeks of notification of their assigned Consulting Teacher.
- 1.13 All proceedings and materials related to evaluation, reports, and other personnel matters shall be strictly confidential. Therefore, PAR Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article or as otherwise required by lawful process.
- 1.14 The PAR Panel will coordinate training to meet the needs of the program and its participants.
- 1.15 The PAR Panel will review the final report prepared by the Consulting Teacher and make recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding the name of individuals who, after sustained assistance, have not demonstrated satisfactory improvement.
- 1.16 The PAR Panel shall annually evaluate the impact of the PAR Program in order to improve it. The PAR Panel may submit recommended improvements to the Governing Board and the Association.

## **2.0 Consulting Teachers**

- 2.1 A Consulting Teacher is a permanent teacher who provides assistance to teachers pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:
  - a. At least four (4) years of recent teaching experience.
  - b. Demonstrated exemplary teaching ability.
  - c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
  - d. Ability to communicate effectively both orally and in writing.
  - e. Ability to work cooperatively and effectively with others.
- 2.2 Consulting Teacher positions will be filled as follows:
  - a. A notice of available positions will be distributed at all school sites and the District office.
  - b. Eligible applicants will submit an application form.
  - c. Each applicant will submit the names of at least three (3) references from individuals who have direct knowledge of his/her ability.
  - d. Consulting Teachers shall be selected by a majority vote of the PAR Panel after a minimum of two (2) Panel Members have conducted a site visitation and a classroom observation of all final candidates. Whenever possible site visitations shall be made up of at least one administrator and at least one teacher.
- 2.3 A Consulting Teacher will provide assistance to Participating Teachers. This assistance may include but need not be limited to:

- a. Working with the Participating Teacher to establish performance goals.
- b. Conducting multiple observations of the Participating Teacher during periods of classroom instruction.
- c. Assisting the Participating Teacher by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgement, will assist the Participating Teacher.
- d. Maintaining a cooperative relationship with the evaluating administrator.
- e. Demonstrating good teaching strategies and practices to the Participating Teacher.
- f. Using district resources to assist the Participating Teacher.
- g. Monitoring the progress of the Referred Participating Teacher.

## 2.4 General Guidelines

- 2.4.1 Consulting Teachers will be trained to offer peer assistance and to understand the specific functions of the PAR Program. The PAR Panel will monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the Program. The PAR Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher, and/or for other reasons that serve the best interests of the PAR Program.
- 2.4.2 The term of the Consulting Teacher shall be two years. Consulting Teachers may be reappointed for two (2) additional two year terms.
- 2.4.3 In addition to his/her regular salary, Consulting Teachers shall be paid an annual stipend of no more than \$3000. Consulting teachers will receive \$1500 per year (or \$150.00 per month) for assisting each voluntary teacher participant. Consulting Teachers will receive \$3000 per year for working with a Referred Participating Teacher.
- 2.4.4 Consulting Teachers shall have a manageable caseload determined by the PAR Panel.
- 2.4.5 If released full time, and after completion of service as a Consulting Teacher, unit members will have the right to return to the position that he/she held prior to becoming a Consulting Teacher. If that position no longer exists, he/she shall be provided a similar position that he/she is credentialed to teach. The Association agrees that this may require the District to employ additional temporary teachers.
- 2.4.6 Prior to working with a Referred Participating Teacher, the Consulting Teacher will meet with the principal or immediate supervisor to review and discuss the basis for referral to the PAR Program. The Consulting Teacher will meet periodically with the Principal or immediate supervisor to review the status and progress of the Referred Participating Teacher. Such meetings will be confidential and the content of such meetings will not be used as part of the evaluation process. The following does not exclude the possibility that the Referred Participating Teacher may attend such meetings or that the information from the meeting(s) will be shared with the RPT.
- 2.4.7 At the request of the Participating Teacher or the Consulting Teacher, the PAR panel may on a one time basis assign a different Consulting Teacher to work with the Participating Teacher.

### **3.0 The Program**

#### **3.1 Professional Growth Activities & Volunteer Teacher Participants (VTP)**

- 3.1.1 Unit member(s) who seek assistance and/or professional growth in the areas of instructional strategies, classroom management, subject matter knowledge, and/or other areas related to the instructional program may request the PAR Panel to provide the necessary assistance and support to meet these needs. It is understood that the purpose of such participation is to provide peer assistance and/or professional growth and that if a Consulting Teacher provides assistance, he/she will play no role in evaluating the teaching performance of a VTP. A VTP(s) may terminate his/her participation in the PAR program at any time.
- 3.1.2 Information obtained by the Consulting Teacher while working with the VTP cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

#### **3.2 Beginning Teacher Participants (BT)**

- 3.2.1 Teachers with less than two years of teaching experience will receive assistance and support primarily through the Beginning Teacher Support and Assessment Program (BTSA).
- 3.2.2 It is understood that the purpose of such participation is to provide peer assistance and allow for participation in professional growth activities, and that the Consulting Teacher/BTSA Support Provider will play no role in evaluating the teaching performance of a BT.

#### **3.3 Referred Participating Teacher (RPT)**

- 3.3.1 The purpose of participation in the PAR program is to assist veteran teachers in need of development in subject matter knowledge and/or teaching strategies. Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in the areas of teaching methods and/or instruction.
- 3.3.2 This article does not expand nor diminish the right of unit member's to grieve an evaluation under Article 13 of the negotiated contract between the parties.
- 3.3.3 The Consulting Teacher will monitor the progress of the RPT and shall provide periodic interim reports to the PAR Panel and the RPT. The Consulting Teacher will submit a final written summary report to the PAR panel by May 1st.
- 3.3.4 The final evaluation of the RPT's participation in the PAR program shall be made available for placement in his/her personnel file.

### **4.0 General Provisions**

- 4.1 Teachers who serve as PAR Panel members or Consulting Teachers pursuant to the Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code section 810, et seq.

- 4.2 Consulting Teachers and teacher members on the PAR Panel shall not be considered management or supervisory employees as defined under the EERA.
- 4.3 Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the evaluation, employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.
- 4.4 Disputes arising under this Memorandum of Understanding will be referred to the PAR Panel for resolution.

**For the District:**

  
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**For Redondo Beach Teachers Association:**

  
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